


**Finance Department
Interoffice Memorandum**

To: Auburn City Council

From: Shelley Coleman, Finance Director 

CC: Pete Lewis, Mayor

Date: January 28, 2009

Re: Federal Aviation Administration (FAA) Grants received to date

This City is currently in the process of procuring grants for upgrading the taxiway at the airport. This memorandum is to inform Council of what we have received and passed at Council to date from the Federal Aviation Administration.

Grants applied for and awarded to date since 2007 to fund the Parallel Taxiway Project:

- ❖ AIP Project No. 3-53-003-013 in the amount of \$300,006; passed on Resolution No. 4218 on August 6, 2007.
- ❖ AIP Project No. 3-53-003-0014 in the amount of \$221,379; passed on Resolution No. 4366 on June 16, 2008.
- ❖ AIP Project No. 3-53-003-0015 in the amount of \$2,458,464; passed on Resolution No. 4362 on June 2, 2008.
- ❖ AIP Project No. 3-53-003-0016 in the amount of \$48,693; currently pending on Resolution No. 4447 and scheduled to be passed on February 2, 2009. Due to the tight turnaround of February 12, 2009, this Resolution will not be able to be routed to all necessary committees.

Grants currently applied for and awaiting Grant offer from the Federal Aviation Administration:

- ❖ AIP Project No. 3-53-00013-017 in the amount of \$161,074.

Due to the nature and timing of the grant award and acceptance process we will not have time to route the grant acceptance agreements through necessary committees before they have to be accepted by the City.

RESOLUTION NO. 4447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE AUBURN CITY COUNCIL TO ACCEPT GRANT FUNDS IN THE AMOUNT OF FORTY EIGHT THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$48,693), FROM THE U.S DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, FOR REHABILITATION OF MEDIUM INTENSITY RUNWAY LIGHT (MIRL) RUNWAY 16/34 (PHASE 2) AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT THEREFOR

WHEREAS, the Auburn Municipal Airport is in need of medium intensity runway lights (MIRL); and

WHEREAS, the City applied for grant funding from the U.S. Department of Transportation, Federal Aviation Administration, to be used for the rehabilitation of medium intensity runway Lights (MIRL)in accordance with FAA criteria; and

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration, has approved and offered grant funds to the City of Auburn in the amount of Forty Eight Thousand, Six Hundred, Ninety Tree Dollars (\$48,693), representing entitlement funds to be used towards the construction of rehabilitation of medium intensity runway lights (MIRL) Runway 16/34 (Phase 1); and

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration has submitted for execution by the City, a Grant Agreement for Project Number 3-53-0003-016, Contract Number DOT-FA09NM-0024; and

WHEREAS, the grant offer must be accepted by the City of Auburn on or before February 12, 2009.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. **Purpose.** The Auburn City Council does hereby accept the U.S. Department of Transportation, Federal Aviation Administration, offer of a grant in the amount of Forty Eight Thousand Six Hundred Ninety Three Dollars (\$48,693), an amount which is to be used towards the construction of a Rehabilitation of medium intensity runway lights (MIRL) Runway 16/34 (Phase 1). The City Council authorizes the Mayor and City Clerk to execute the Grant Agreement, Project Number 3-53-0003-015, Contract Number DOT-FA08NM-0146 in substantial conformity with the grant agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 3. **Implementation.** The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this resolution.

Section 4. **Effective Date.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

DATED and SIGNED THIS _____ DAY OF _____, 2009.

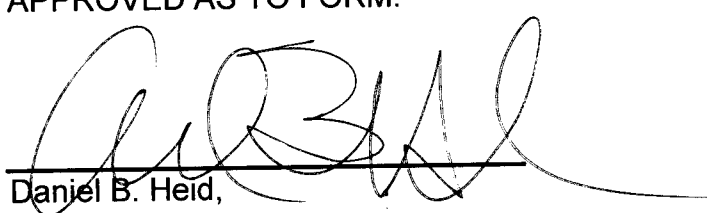
CITY OF AUBURN

PETER B. LEWIS,
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney



Grant Agreement
Part 1 - Offer

Date of Offer: January 26, 2009

Auburn Municipal Airport
Auburn, Washington

Project Number: 3-53-0003-016

Contract Number: DOT-FA09NM-0024

To: City of Auburn, Washington (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 15, 2009, for a grant of Federal funds for a project at or associated with the Auburn Municipal Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate medium intensity runway lights (MIRL) Runway 16/34
(phase 2);

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, ninety-five (95) percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this Offer shall be \$48,693.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$	0.00	for planning
\$48,693.00		for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before February 12, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. Trafficking in persons:
 - a. **Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---
 - A. Associated with performance under this award; or
 - B. Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. **Provisions applicable to any recipient.**
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Special Conditions

10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overfund in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

11. This Phase 2 grant is intended to be the second phase of a three-phase construction project. The bidding of the entire project will be completed with sufficient time to properly apply for a Phase 3 grant prior to August 15, 2009. The Phase 3 grant funding will be the difference in funding necessary for Federal share of the entire project less the Phase 2 funding, subject to available Sponsor entitlements and/or the announcement of discretionary funds. The FAA makes no commitment of funding beyond the Sponsor's available entitlements pursuant to law. If the project does not receive acceptable bids, or sufficient funding is unavailable, the FAA has the option to close this grant and recover the funds.
12. It is understood and agreed the Sponsor will not claim reimbursement for costs under this grant until FAA has approved the DBE goals.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By *Carol Suomi*
Carol Suomi, Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this day of, 2009.
City of Auburn, Washington

(SEAL)

By
Sponsor's Designated Official Representative
Title:

Attest:
Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at this day of, 2009.

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Signature of Sponsor's Attorney